

**Ministry of Transport and Communications of the
Kyrgyz Republic**

Loan 3432/ Grant 0496 - CAREC Corridors 1 and 3
Connector Road Project

**REQUEST FOR QUOTATIONS
– SUPPLY OF DRONES (UAVS)**

November 11, 2022



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№ 14-5/1482
На № _____

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REQUEST FOR QUOTATION - GOODS (RFQG)

Project Title : *Loan 3432/ Grant 0496 - CAREC Corridors 1 and 3 Connector Road Project*
Contract Ref. : CRP/SH/G3
Date of Issue of Request: November 11, 2022

Sir/Madam:

1. *The Ministry of Transport and Communications of the Kyrgyz Republic (Purchaser) hereby requests you to submit price quotation/(s) for the supply of the following items:*

(i) Drones (UAVs) – 3 units

To assist you in the preparation of your price quotation we enclose the necessary **Supply and Delivery Schedule, Technical Specifications, Form of Quotation** and draft **Contract**.

2. If you/your firm, however, falls under any of the following conditions, your proposal shall not be considered:

(a) you/your firm are/is not a citizen/national of an ADB member country, or

(b) you/your firm have/has been associated with the firm that prepared the design and specifications, or engaged in the preparation of the Project for which the contract that is subject of this request for quotations was identified, or

(c) you/your firm are/is owned by the Purchaser, or

(d) you/your firm are/is currently sanctioned or temporarily suspended by the Asian Development Bank for a violation of its Anticorruption Policy (1998, as amended to date), or

(e) the importation of goods or services from your country or any payment to persons or entities in your country is prohibited in compliance with a decision of the United Nations Security Council under Chapter VII of the Charter of the United Nations.

3. To be qualified, you must have experience as a manufacturer or authorized supplier of the items covered by this **Request for Quotation** and, as evidence, you must also attach a document of your

experience as supplier in at least 1 (one) contract in the last 3 years of a size and nature similar to the items in the supply schedule of this contract.

4. Your quotation should be submitted in accordance with the following instructions, procedures, and the terms and conditions of the **Contract**.

Preparation of Quotations

- (a) Your price quotation/(s) shall be for all the items as described in attached documents and submitted only in the attached **Form of Quotation** with the priced **Supply, Delivery and Price Schedule**. The currency of quoted prices and payment shall be in **Kyrgyz som (KGS)**.
- (b) The prices should be quoted for supply and delivery to
Ministry of Transport and Communications of the Kyrgyz Republic,
Kyrgyz Republic, 720017, Bishkek,
6th floor, office 601 and/or 608
42 Isanov str., Bishkek, 720017
- and should be accompanied by adequate technical documentation and catalogue(s) and other printed material or pertinent information (in Russian language) for each item quoted, including names and addresses of firms providing after-sales service facilities in Bishkek, Kyrgyz Republic.
- (c) You shall submit only one set of quotations for the above items. Your quotation must be typed or written in indelible ink and shall be signed by you or your authorized representative. Without a signature in your **Form of Quotation**, your quotation will not be considered further.
- (d) You shall submit one original of the **Form of Quotation**, and clearly marked "Original". In addition, you shall also submit one copy marked as "COPY". In case of any discrepancy between the Original and Copy, the original shall prevail.
- (e) Your quotation(s) should be valid for a period of 90 days from the deadline for submission of the quotation/(s) as indicated below. If you withdraw your quotation during the validity period and/or refuse to accept the award of a contract when and if awarded, then you will be excluded from the list of Suppliers for the project for two years

Submission and Opening

- (f) Your **Form of Quotation** with the priced **Supply and Delivery Schedule** should be submitted by **November 25, 2022, 5.00 PM Bishkek time** with the required documents that should be signed, sealed in an envelope and addressed to and delivered to the following address:

Purchaser's Address: Ministry of Transport and Communications of the Kyrgyz Republic,
Kyrgyz Republic, 720017, Bishkek,
6th floor, office 601 and/or 608
42 Isanov str., Bishkek, 720017

Telephone: +996 312 900-970
Fax: +996 312 314-378

- (g) Quotations shall be opened in public, in the presence of participating suppliers' representatives who choose to attend, *on the same date as for quotation submission on November 25, 2022, 5.15 PM Bishkek time* and at the following address: *6th floor, Conference-Hall, the Ministry of Transport and Communications of the Kyrgyz Republic, Bishkek, Kyrgyz Republic.*

Evaluation and Comparison

- (h) Quotations determined to be substantially responsive to this **Request for Quotation** will be evaluated by comparison of their offer prices. A quotation is not substantially responsive if it contains material deviations or reservations to the terms, conditions, and specifications in this **Request for Quotation**.
- (i) In evaluating the quotations, the Purchaser will adjust for any arithmetical errors as follows:
 - (i) where there is a discrepancy between amounts in figures and in words, the amount in words will govern; and
 - (ii) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.

If you refuse to accept the correction, your quotation will be rejected.

Award of Contract

- (j) The Purchaser shall award the contract to the Supplier whose quotation has been determined to be substantially responsive to this **Request for Quotation** and who has offered the lowest price quotation.
 - (k) The Supplier whose quotation has been accepted will be notified by the Purchaser within **80 days** from the date of submission of quotation through the return of a copy of the **Form of Quotation** with **Acceptance** signed by the authorized representative of the Purchaser.
 - (l) The successful Supplier shall sign the **Contract** governed by the **Contract Terms and Conditions**.
5. Further information can be obtained from:
- | | |
|-----------|--|
| Name | : Sanjar Ibraimov, Head of the Project Implementation Unit,
Ministry of Transport and Communications of the Kyrgyz Republic,
Kyrgyz Republic |
| Address | : 720017, Bishkek, Isanov str., 42,6th floor, office 601 |
| Telephone | : +996 312 900-970 |
| Fax | : +996 312 314-378 |
6. The Purchaser intends to apply funds from the **Asian Development Bank (ADB)** for eligible payments under the **Contract** resulting from this **Request for Quotation**.
7. Under **ADB's Anticorruption Policy** (1998, as amended to date), suppliers shall observe the highest standard of ethics during the procurement and execution of such contracts. ADB may reject a proposal for award, and may impose sanctions or other remedial actions on parties involved, if it determines that the supplier recommended for award or any other party, directly or through an agent, has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in competing for, or in executing, the Contract. At the time of submission of your quotation, you should not be in ADB's sanctions list. A firm/individual shall not be eligible to participate in any procurement activities under an ADB-financed, -administered, or -supported project while under temporary suspension or debarment by ADB pursuant to its Anticorruption Policy, whether such debarment was directly imposed by ADB, or enforced by ADB pursuant to the Agreement for Mutual Enforcement of Debarment Decisions.
8. You/your firm, joint venture partners, associates, parent company, affiliates or subsidiaries, including any subcontractors or suppliers for any part of the Contract, are not, or have never been, temporarily

suspended, debarred, declared ineligible, or blacklisted by the purchaser's country, any international organization, and other donor agency.

If so debarred, declared ineligible, temporarily suspended, or blacklisted, please state details (as applicable to each joint venture partner, associate, parent company, affiliate, subsidiaries, subcontractors, and/or suppliers):¹

- (a) Name of Institution: _____
- (b) Period of debarment, ineligibility, or blacklisting (start and end date): _____
- (c) Reason for the debarment, ineligibility, or blacklisting: _____

9. You/your firm's, joint venture partners', associates', parent company's affiliates' or subsidiaries', including any subcontractors' or suppliers', key officers and directors have not been [charged or convicted] of any criminal offense (including felonies and misdemeanors) or infractions/violations of ordinance which carry the penalty of imprisonment.

If so charged or convicted, please state details:²

- (a) Nature of the offense/violation: _____
- (b) Court/Area of jurisdiction: _____
- (c) Resolution (i.e. dismissed; settled; convicted/duration of penalty): _____
- (d) Other relevant details:

10. You/your firm understands that it is your obligation to notify ADB should you/your firm, joint venture partners, associates, parent company, affiliates or subsidiaries, including any Subcontractors or Suppliers, be temporarily suspended, debarred or become ineligible to work with ADB or any other multilateral development banks, the purchaser's country, international organizations, and other donor agencies, or any of your key officers and directors be charged or convicted of any criminal offense or infractions/violations of ordinance which carry the penalty of imprisonment.

11. Any misrepresentation that knowingly or recklessly misleads, or attempts to mislead may lead to the automatic rejection of the quotation/bid or cancellation of the contract, if awarded, and may result in remedial actions, in accordance with ADB's Anticorruption Policy (1998, as amended to date) and Integrity Principles and Guidelines (2015 as amended from time to time).

12. A bidder shall not have a conflict of interest. All bidders found to have a conflict of interest shall be disqualified.

13. Please confirm by fax/e-mail the receipt of this request and whether or not you will submit the price quotation(s).

Best regards,

First Deputy Minister



N. Kaiynbaev

¹ Any such disclosure shall be forwarded by the Purchaser to ADB.

² Any such disclosure shall be forwarded by the Purchaser to ADB.

Attachment 1

SUPPLY AND DELIVERY SCHEDULE

Item	Description	Unit	Quantity	Unit Price	Total Price	Delivery Schedule
1.	Drones (UAVs)	unit	3			No more than 8 (eight) weeks from the date of contract signing
	Total					

Attachment 2

TECHNICAL SPECIFICATIONS

DJI Phantom 4 RTK + D-RTK 2 Mobile Station Combo or similar

Takeoff Weight	1391 g
Diagonal Distance	350 mm
Max Service Ceiling Above Sea Level	19685 ft (6000 m)
Max Ascent Speed	6 m/s (automatic flight); 5 m/s (manual control)
Max Descent Speed	3 m/s
Max Speed	31 mph (50 kph)(P-mode) 36 mph (58 kph)(A-mode)
Max Flight Time	Approx. 30 minutes
Operating Temperature Range	32° to 104° F (0° to 40°C)
Operating Frequency	2.400 GHz to 2.483 GHz (Europe, Japan, Korea) 5.725 GHz to 5.850 GHz (United States, China)
Transmission Power (EIRP)	2.4 GHz CE (Europe) / MIC (Japan) / KCC (Korea) : < 20 dBm 5.8 GHz SRRC (China) / FCC (United States) /NCC(Taiwan,China) : < 26 dBm

Hover Accuracy Range	<p>RTK enabled and functioning properly : Vertical : ± 0.1 m ; Horizontal : ± 0.1 m</p> <p>RTK disabled Vertical : ± 0.1 m (with vision positioning) ; ± 0.5 m (with GNSS positioning) Horizontal : ± 0.3 m (with vision positioning) ; ± 1.5 m (with GNSS positioning)</p>
Image Position Offset	<p>The position of the camera center is relative to the phase center of the onboard D-RTK antenna under the aircraft body's axis:(36, 0, and 192 mm) already applied to the image coordinates in Exif data. The positive x, y, and z axes of the aircraft body point to the forward, rightward, and downward of the aircraft, respectively.</p>

GNSS

Single-Frequency, High-Sensitivity GNSS Module	<p>GPS+BeiDou+Galileo (Asia) ; GPS+GLONASS+Galileo (other regions)</p>
Multi-Frequency Multi-System High-Precision RTK GNSS	<p>Frequency Used : GPS : L1/L2 ; GLONASS : L1/L2 ; BeiDou : B1/B2 ; Galileo : E1/E5a</p> <p>First-Fixed Time : < 50 s</p> <p>Positioning Accuracy: Vertical 1.5 cm + 1 ppm (RMS) ; Horizontal 1 cm + 1 ppm (RMS)</p> <p>1 ppm means the error has a 1mm increase for every 1 km of movement from the aircraft.</p>

Gimbal

Stabilization	3-axis (tilt, roll, yaw)
Pitch	-90° to +30°
Max Controllable Angular Speed	90°/s
Angular Vibration Range	±0.02°

Infrared

Obstacle Sensing Range	0.6-23 ft(0.2 - 7 m)
FOV	70°(Horizontal) ±10°(Vertical)
Measuring Frequency	10 Hz
Operating Environment	Surface with diffuse reflection material, and reflectivity > 8% (such as wall,trees, humans, etc.)

Remote Controller

Operating Frequency	2.400 GHz-2.483 GHz(Europe,Japan,Korea) 5.725 GHz-5.850 GHz(United States, China)
Transmission Power (EIRP)	2.4 GHz CE / MIC / KCC : < 20 dBm 5.8 GHz SRRC / FCC : < 26 dBm

Max Transmission Distance	FCC : 4.3 mi(7 km) ; SRRC / CE / MIC / KCC : 3.1 mi(5 km) (Unobstructed, free of interference)
Power Consumption	16 W(typical value)
Display	5.5 inch screen, 1920×1080, 1000 cd/m ² , Android System Memory 4G RAM+16G ROM
Operating Temperature Range	32° to 104° F (0° to 40°C)

Intelligent Flight Battery Charging Hub(PHANTOM 4 CHARGING HUB)

Voltage	17.5 V
Operating Temperature Range	41° to 104°F(5° to 40°C)
Capacity	4920 mAh
Voltage	7.6 V
Battery Type	LiPo 2S
Energy	37.39 Wh
Operating Temperature	-4° to 104°F(-20° to 40°C)

AC Power Adapter(PH4C160)

Voltage	17.4 V
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Rated Power	160 W
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Mapping Functions

Mapping Accuracy **	Mapping accuracy meets the requirements of the ASPRS Accuracy Standards for Digital Orthophotos Class III ** The actual accuracy depends on surrounding lighting and patterns, aircraft altitude, mapping software used, and other factors when shooting.
Ground Sample Distance(GSD)	(H/36.5) cm/pixel , H means the aircraft altitude relative to shooting scene (unit: m)
Data Acquisition Efficiency	Max operating area of approx. 1 km ² for a single flight(at an altitude of 182 m, i.e., GSD is approx. 5 cm/pixel, meeting the requirements of the ASPRS Accuracy Standards for Digital Orthophotos Class III

Vision System

Velocity Range	≤31 mph(50 kph) at 6.6 ft(2 m) above ground with adequate lighting
Altitude Range	0-33 ft(0 - 10 m)
Operating Range	0-33 ft(0 - 10 m)
Obstacle Sensing Range	2-98 ft(0.7-30 m)
FOV	Forward/Rear: 60° (horizontal), ±27° (vertical) Downward: 70° (front and rear), 50° (left and right)
Measuring Frequency	Forward/Rear : 10 Hz; Downward : 20 Hz
Operating Environment	Surfaces with clear patterns and adequate lighting(> 15 lux)

Camera

Sensor	1" CMOS; Effective pixels: 20 M
Lens	FOV 84° ; 8.8 mm / 24 mm(35 mm format equivalent:24 mm) ; f/2.8 - f/11, auto focus at 1 m - ∞
ISO Range	Video:100-3200(Auto) 100-6400(Manual) ; Photo:100-3200(Auto) 100-12800(Manual)
Mechanical Shutter Speed	8 - 1/2000 s
Electronic Shutter Speed	8 - 1/8000 s
Max Image Size	4864×3648 (4:3) ; 5472×3648 (3:2)
Video Recording Modes	H.264 , 4K : 3840×2160 30p
Photo Format	JPEG
Video Format	MOV
Supported File Systems	FAT32 (≤ 32 GB) ; exFAT (> 32 GB)
Supported SD Cards	MicroSD, Max Capacity: 128 GB. Class 10 or UHS-1 rating required Write speed≥15 MB/s

Operating Temperature Range	32° to 104° F (0° to 40°C)
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Intelligent Flight Battery(PH4-5870mAh-15.2V)

Capacity	5870 mAh
Voltage	15.2 V
Battery Type	LiPo 4S
Energy	89.2 Wh
Net Weight	468 g
Charging Temperature Range	14° to 104°F(-10° to 40°C)
Max charging Power	160 W

Intelligent Battery Charing Hub(WCH2)

Input Voltage	17.3 - 26.2 V
Output Voltage and Current	8.7 V , 6 A ; 5 V , 2 A
Operating Temperature	41° to 104°F(5° to 40°C)

SDK Remote Controller

Operating Frequency	2.400 GHz to 2.483 GHz (Europe, Japan, Korea) 5.725 GHz to 5.850 GHz (Other countries/regions)
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EIRP	<p>2.4 GHz CE / MIC / KCC: < 20 dBm</p> <p>5.8 GHz FCC / SRRC / NCC: < 26 dBm</p>
Max Transmission Distance	<p>FCC / NCC: 4.3 mi (7 km); CE / MIC / KCC / SRRC: 3.1 mi (5 km) (Unobstructed, free of interference)</p>
Built-in Battery	6000 mAh LiPo 2S
Operating Current / Voltage	1.2 A @ 7.4 V
Mobile Device Holder	Tablets and smartphones
Operating Temperature	32° to 104° F (0° to 40° C)

FORM OF QUOTATION (Goods)

_____ (Date)

To: The Ministry of Transport and Communications of the Kyrgyz Republic,
Bishkek, Isanov str., 6th floor, office 608 (PIU)

We offer to execute the **supply of drones (UAVs)** in accordance with the **Contract Terms and Conditions** and the priced **Supply and Delivery Schedule** accompanying this Quotation for the Contract Price of _____ [amount in words and numbers] (_____) Kyrgyz som (KGS). We propose to complete the delivery of Goods described in the Contract within the Delivery Time indicated in the priced **Supply and Delivery Schedule**.

This Quotation and your written acceptance will constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Quotation you receive.

We hereby confirm that this Quotation complies with the Validity of the Offer and Warranty conditions imposed by the **Request for Quotation** document and the **Contract Terms and Conditions**, respectively.

We: (a) are a national of an ADB member country; (b) have not been associated with the firm that prepared the design and specifications of the contract that is subject of this request for quotation; (c) are not owned by the Purchaser; (d) are not currently sanctioned or temporarily suspended by the Asian Development Bank; and (e) to the best of our knowledge, is not prohibited from being contracted in compliance with a decision of the United Nations Security Council.

Name of Supplier : _____
Authorized Signature : _____
Name of Signatory : _____
Title of Signatory : _____
Address : _____
Telephone Number : _____
Fax Number, if any : _____
Email address (optional): _____

ACCEPTANCE

The Purchaser accepts the Supplier's offer to supply and deliver the goods. Attached is the Contract with accepted Contract price for Supplier's signature to be submitted to the Purchaser within 5 days from receipt.

Name of Purchaser : _____
Authorized Signature : _____
Name of Signatory : _____
Title of Signatory : _____
Date : _____

CONTRACT

Name of Country:

Project Name:

Name of Contract: **supply of Drones (UAVs)**

Contract Number: **CRP/SH/G3**

This Contract is entered into on November __, 2022 between the *Ministry of Transport and Communications of the Kyrgyz Republic* (hereinafter called "the Purchaser") on the one part, and ____ [*name of Supplier*] _____ (hereinafter called "the Supplier") on the other part.

Whereas the Purchaser has requested for quotation for **supply of Drones (UAVs)** to be supplied by Supplier in accordance with the **Contract**, and has accepted the Quotation by the Supplier in the amount of ____ [*amount in words*] ____ [*amount in figures*] hereinafter called "the Contract Price".

The Purchaser and the Supplier agree as follows:

1. The following documents shall be deemed to form and be read and construed as part of this Contract, viz:
 - a) **Form of Quotation, with Supply and Delivery Schedule;**
 - b) **Contract Terms and Conditions;** and
 - c) **Technical Specifications.**
2. Taking into account payments to be made by the Purchaser to the Supplier as provided herein, the Supplier hereby enters into this **Contract** with the Purchaser to execute and complete the supply of goods under the Contract and remedy any defects therein in conformity with the provisions of this **Contract** and its **Terms and Conditions**.
3. The Purchaser agrees to pay the Supplier, in consideration of the supply and delivery of the goods and the remedying of defects therein, the **Contract Price** as indicated and accepted in the **Form of Quotation**, under payment terms stipulated in the **Contract Terms and Conditions**.

IN WITNESS whereof the parties hereto have executed the Contract under the laws of the **Kyrgyz Republic** on the date indicated above.

Signature and seal of the Purchaser:

For and on behalf of

Signature and seal of the Supplier:

For and on behalf of

Name of Authorized Representative

Name of Authorized Representative

CONTRACT TERMS AND CONDITIONS

Project Name: *Loan 3432/ Grant 0496 - CAREC Corridors 1 and 3 Connector Road Project*

Purchaser: *Ministry of Transport and Communications of the Kyrgyz Republic*

Package No. **CRP/SH/G3**

1. Definitions

- (a) "Contract" means the agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendixes, and all documents incorporated by reference therein.
- (b) "Contract Documents" means the documents listed in the Agreement, including any amendments thereto.
- (c) "Contract Price" means the price payable to the Supplier as specified in the Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
- (d) "Delivery" means the transfer of the Goods from the Supplier to the Purchaser in accordance with the terms and conditions set forth in the Contract.
- (e) "Completion" means the fulfilment of the delivery and any related service by the Supplier in accordance with the terms and conditions set forth in the Contract.
- (f) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
- (g) "Purchaser" means the entity purchasing the Goods and Related Services, as specified in the SCC.
- (h) "Supplier" means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement, and includes the legal successors or permitted assigns of the Supplier.
- (i) "ADB" is the Asian Development Bank.

2. Applicable Law

- 2.1 The Contract shall be interpreted in accordance with the laws of the Purchaser's country.

3. Language

- 3.1 All communications and documents related to the Contract shall be in English.

4. Assignment

- 4.1 Any assignment of this Contract or of any rights hereunder, in whole or in part without the prior written consent of the Purchaser shall be void.

5. Fraud and Corruption

- 5.1 This Contract shall be covered by the provisions of ADB's Anticorruption Policy (1998, as amended to date) and Integrity Principles and Guidelines (2015, as amended from time to time) that requires Borrowers (including beneficiaries of ADB-financed activity), as well as Suppliers and Contractors under ADB-financed contracts, to observe the highest standard of ethics during the procurement and execution of such contracts.

6. Fixed Contract Price

- 6.1 The prices indicated in the Form of Quotation are firm and fixed and not subject to any adjustment during contract performance.

7. Delivery Schedule

7.1 The delivery should be completed as per schedule indicated in the **Supply and Delivery Schedule** but not exceeding 12 (twelve) months from the date of signing of contract.

8. Required Technical Specifications (with attachments as necessary)

- (a) General Description;
- (b) Specific details and technical standards;
- (c) Performance Parameters.

Supplier confirms compliance with above specifications.

9. Delivery and Documents

9.1 Upon delivery, the Supplier shall provide the following documents to the Purchaser:

- (a) copies of the Supplier's invoice showing goods' description, quantity, unit price, and total amount;
- (b) manufacturer's or supplier's warranty certificate; and
- (c) certificate of origin.

If goods are coming by courier, supplier shall also provide prior to delivery, copies of documents that will enable Purchaser to receive the goods. The above documents shall be received by the Purchaser at least one week before arrival of the goods and, if not received, the Supplier shall be responsible for any consequent expenses.

10. Taxes and Duties

10.1 The Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

11. Payment

11.1 Payment of the contract price shall be made in the following manner:

- (a) 95% within 30 days from receipt by the Purchaser of the delivered goods in site in accordance with the contract (or whatever is appropriate for the goods being procured), including the required documents, supported by the acceptance certificate issued by the Purchaser.
- (b) 5% within 14 days after the expiration of the warranty period.

12. Warranty

12.1 Goods offered should be covered by manufacturer's warranty for at least 12 months from the date of delivery to the Purchaser.

13. Defects

13.1 All defects will be corrected by the Supplier without any cost to the Purchaser within 30 day from the date of notice by Purchaser. The name and address of service facility where the defects are to be corrected by the Supplier within the warranty period are:

Facility _____

Address _____

14. Resolution of Disputes

14.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute between them under or in connection with the Contract. In the case of an unresolved dispute between the Purchaser and the Supplier, the dispute shall be settled in accordance with the legislation of the Kyrgyz Republic.

15. Failure to Perform

15.1 The Purchaser may cancel the Agreement if the Supplier fails to deliver the Goods, in accordance with the above terms and conditions, despite a 14-day notice given by the Purchaser, without incurring any liability to the Supplier.

16. Force Majeure

16.1 The supplier shall not be liable for penalties or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

- (a) For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but not restricted to, act of Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- (b) If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by Force Majeure event.

17. Termination Due to Integrity Violation

17.1 The Purchaser may terminate this Contract, in whole or in part, if the Supplier, in the judgment of the Purchaser has engaged in integrity violations in accordance with Clause 5 [Fraud and Corruption], in competing for or in executing this Contract.

18. Accounts and Records

18.1 The Supplier shall keep accurate and systematic accounts and records in respect of the delivered goods in such form and detail as are customary in the industry, for a period of no less than 3 years after the expiration or termination of this Contract.

19. Suspension of ADB Loan or Credit

19.1 In the event that ADB suspends the Loan or Credit to the Purchaser, from which part of the payments to the Supplier are being made,

- (a) the Purchaser is obligated to notify the Supplier, with copy to the Purchaser's representative, of such suspension within 7 days of having received ADB's suspension notice.
- (b) if the Supplier has not received sums due it within the 28 days for payment provided for in Clause 11 [Payments], the Supplier may immediately issue a 14-day termination notice.